

# TRAVEL INSURANCE

AMERICAN EXPRESS<sup>®</sup> TRAVEL INSURANCE POLICY  
WORDING



# Emergency Assistance

## Be prepared. Be protected.

From a lost passport to an overseas medical emergency, when something unexpected happens to You away from Home, be prepared. Chubb Assistance offers protection and peace of mind.

## Travel the globe with Us

At Chubb Assistance, We support You around the world with emergency advice and assistance services 24 hours a day, seven days a week. Our international resources and global network of skilled medical and travel specialists will be there for You in the Event of an overseas emergency, giving You all of the help and support You need, when and where You need it.

In the Event of a medical or similar emergency, simply call Our emergency response team on +64 9 374 1774 to get immediate assistance and help accessing vital services in Your local area.

For more details, please refer to Section 1 'Overseas Medical Assistance' on page 14.

### GENERAL ENQUIRIES

If You have any questions about Your Policy, contact Us:

Email: [amextravel.nz@chubb.com](mailto:amextravel.nz@chubb.com);

Call: 0800 422 346

Monday to Friday 10:30am - 7:00pm NZST

### CLAIMS

For details on how to make a claim and obtain a claim form:

Visit: [www.americanexpress.com/nz/travelinsurance](http://www.americanexpress.com/nz/travelinsurance)

Email: [amextravelclaims.nz@chubb.com](mailto:amextravelclaims.nz@chubb.com)

Call: 0800 422 346

Monday to Friday 10:30am - 7:00pm NZST

# Contents

1	Important Information About This Policy Wording	4
2	About Chubb Insurance New Zealand Limited (Chubb)	5
3	Duty Of Disclosure	5
4	The Meaning Of Certain Words	6
5	Eligibility Criteria	6
6	Pre-Existing Medical Conditions	7
7	How To Purchase A Policy	9
8	Summary Of Benefits	11
9	Benefits	14
10	Premium	28
11	General Exclusions Applicable To All Sections	29
12	Cooling Off Period	30
13	Cancellation Of Your Policy	30
14	General Conditions	30
15	How To Claim	31
16	Updating Your Policy Wording	32
17	Your Privacy	32
18	The Fair Insurance Code	33
19	Complaints And Disputes Resolution	33
20	Definitions	34

# 1 Important Information About This Policy Wording

This document is Our insurance Policy Wording and describes the insurance contract between You and Us. It has been prepared to assist You in understanding American Express Travel Insurance and making an informed choice about Your insurance requirements. Any general advice that may be contained within this Policy Wording or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover is appropriate for You. It is important that You carefully read and understand this document before making a decision.

## Your Policy documents

This Policy Wording is comprised of two contracts. The first contract provides cover for Loss of Deposits and Cancellation Charges under Benefit Section 4, as set out on page 16. The second contract provides indemnity for the balance of cover under this Policy Wording. For the purpose of this Policy Wording, and all accompanying materials, the two contracts will be referred to and considered as one Policy document. All other provisions apart from the coverage sections apply to both contracts.

Other documents may form part of Our Policy Wording and if they do, We will tell You in the relevant document.

Please check Your Policy documents to make sure that all the information in them is correct. Please let Us know straight away if any alterations are needed or if You change Your address or payment details.

Please keep this document, Your Certificate of Insurance and any other documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future.

## Exclusions

As with all insurance, there are certain exclusions that apply. Some exclusions only apply to certain benefits under the Policy, while other exclusions apply to all claims. You should read the following:

- + General exclusions on pages 29-30 and general conditions on pages 30-31, which apply to all claims.
- + Each benefit section. The benefit sections include information about what 'We will pay' and exclusions under the heading 'We will not pay'.
- + Pre-Existing Medical Conditions section which lists Medical Conditions where cover may be included (We only cover limited Medical Conditions) and also refers to the exclusion relating to the taking of blood-thinning prescription medication.

To ensure You understand when We will pay for a claim, You should read each section carefully, including each benefit covered under 'We will pay' and exclusions under 'We will not pay' shown on pages 14-28. For example We will not pay under 'Overseas Medical Assistance' page 14 for any claims unless the ski resort is open and there is sufficient snow for normal on piste skiing activities.

## Before You go

It's important to check Your Policy from time to time, particularly before You go away to remind yourself of what is and isn't covered. Some things You might consider doing whilst travelling might be dangerous and not covered (for example, jet skiing, bungee jumping or hiring a scooter if You don't have a motorcycle license). You also need to make sure You take care with Your belongings, make sure You keep valuable possessions on You and never leave Your luggage Unattended (for example, in a car overnight or in a hotel lobby). This insurance isn't designed to cover carelessness or high risk activities, so be a sensible and prudent traveller.

## If You need to make a claim

If You are admitted to hospital or You anticipate costs covered under this Policy are likely to exceed \$2,000, You must advise Chubb Assistance as soon as practically possible.

For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a claim. You should keep those documents in a safe place.

## 2 About Chubb Insurance New Zealand Limited (Chubb)

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers. It leverages global expertise and local acumen to tailor solutions to mitigate risks for clients ranging from large multinational companies to local corporates.

More information can be found at [www.chubb.com/nz](http://www.chubb.com/nz).

### Issuer Information

This product is issued and administered by Chubb Insurance New Zealand Limited (Chubb).

Company Number: 104656  
FSP Number: 35924  
Head Office: CU 1-3, Shed 24, Princes Wharf, Auckland, 1010  
Postal address: PO Box 734 Auckland 1140  
Telephone: 0800 422 1909  
E-mail: [amextravel.nz@chubb.com](mailto:amextravel.nz@chubb.com)

### The Promoter

American Express International (NZ), Inc. Company No. 867929 (American Express) is the promoter of this product. American Express receives a commission from Chubb for referring You to Us. In referring You to Us, American Express acts on Our behalf and not on Your behalf. American Express does not issue or underwrite the Policy, and is not responsible for any claim made or benefits provided under the Policy.

## 3 Duty Of Disclosure

### Your Duty of Disclosure

Before You apply for, renew or change an insurance contract, You have a legal duty of disclosure to Us.

### What You must tell Us

You have a general duty to:

- + tell Us any facts or circumstances that may affect Our decision to insure You or an Insured Person and on what terms (regardless of whether or not a specific question is asked about it); and
- + ensure that You have provided complete, accurate and relevant information to Us.

Your duty however does not require disclosure of any matter:

- + that diminishes the risk to be undertaken by Us;
- + that is of common knowledge;
- + that We know or, in the ordinary course of its business, ought to know;
- + as to which compliance with Your duty is waived by Us.

Any change in circumstances or contact details should also be disclosed to Us as soon as possible. Please ask Us for advice if You are unsure what information is material.

### If You do not tell Us

If You do not tell Us something You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

### Who needs to tell Us

It is important that You understand You are disclosing to Us in this way for You and anyone else that You want to be covered by the Policy.

## 4 The Meaning Of Certain Words

Throughout this document, certain words begin with capital letters. These words have special meaning and are included in the definitions, as set out on pages 34-37 of this Policy Wording. Please refer to the Definitions for their meaning.

Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

## 5 Eligibility Criteria

To be eligible to purchase this Policy, You will need to meet the following criteria:

- + You must be a New Zealand resident;
- + You must be at least eighteen (18) years old when You apply;
- + You must not be over the Maximum Age when You apply for a Policy, as set out in the following table:

Policy type	Plan	Maximum Age
Single Trip	Ultimate	89
	Comprehensive	
	Essential	79
	Basic	69
	Domestic	79
	Rental Vehicle Excess	
	Luggage Upgrade	
	Winter Sports Cover	
	Golf Cover	
Annual Multi-Trip	Ultimate	69

## 6 Pre-Existing Medical Conditions

You will not be covered for any claim that arises directly or indirectly due to a Pre-Existing Medical Condition (see general exclusion number 13 on page 29). Pre-Existing Medical Condition means:

- + any physical condition, illness or disease for which treatment, surgery, medication or advice (including investigation) has been received or prescribed by a Doctor prior to the Issue Date of Your Policy or, if later, the latest Renewal Date; or
- + a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of at the Issue Date of Your Policy or, if later, the latest Renewal Date.

### Automatic cover for certain Pre-Existing Medical Conditions

Cover is available for certain Pre-Existing Medical Conditions listed in the below Approved Medical Condition Table (subject to the terms, conditions and exclusions of the Policy) unless You are taking blood-thinning prescription medication (including but not limited to the following brands: Warfarin, Coumadin, Jantoven, Lawarin, Marevan, Waran and Warfant) which may result in a number of serious complications and side effects. We will not cover any claims that result directly or indirectly from You taking any blood-thinning prescription medication (see general exclusion 14 in the general exclusions applicable to all Sections (page 29).

The Pre-Existing Medical Condition listed in the Approved Medical Condition Table below will be covered subject to the terms, conditions and exclusions of the Policy if You, Your Travelling Companion, Business Partner, or Relative:

- a) has not been hospitalised (including day surgery or emergency department attendance) for the Pre-Existing Medical Condition at any time during the twenty-four (24) months prior to the Issue Date of Your Policy or, if later, the latest Renewal Date (unless a shorter period is specified in the Condition column); and
- b) are not over the age of seventy-five (75) (unless a lower age is specified in the Age Limit column) at the Issue Date of Your Policy or, if later, the latest Renewal Date.

### Approved Medical Condition Table

Item	Pre-Existing Medical Condition	Condition	Age Limit
1	Acne		
2	Asthma	You have not had an asthma attack requiring treatment by a Doctor in the last twelve (12) months and have no other lung disease.	Sixty (60) years.
3	Bell's Palsy		
4	Benign Positional Vertigo		
5	Bunions		
6	Carpal Tunnel Syndrome		
7	Cataracts		
8	Coeliac Disease		
9	Congenital Blindness		
10	Congenital Deafness		
11	Diabetes Mellitus (Type I)^	i) You were diagnosed over twelve (12) months ago, and ii) You have no eye, kidney, nerve or vascular complications, and iii) You do not also suffer from a known cardiovascular disease, Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolaemia (raised cholesterol).	Fifty (50) years.
12	Diabetes Mellitus (Type II)^	i) You were diagnosed over twelve (12) months ago, and ii) You have no eye, kidney, nerve or vascular complications, and iii) You do not also suffer from a known cardiovascular disease, Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolaemia (raised cholesterol).	

Item	Pre-Existing Medical Condition	Condition	Age Limit
13	Dry Eye Syndrome		
14	Epilepsy	There has been no change to Your medication in the past twelve (12) months.	
15	Eczema		
16	Folate Deficiency		
17	Food Intolerance		
18	Gastric Reflux		
19	Goitre		
20	Glaucoma		
21	Gout	The gout has remained stable for the six (6) months prior to the Issue Date of Your Policy or, if later, the latest Renewal Date.	
22	Graves' Disease		
23	Hay Fever		
24	Hiatus Hernia	No surgery is planned in the next twelve (12) months.	
25	Hip Replacement	It was performed more than six (6) months ago and less than five (5) years ago.	
26	Hypercholesterolaemia (Raised Cholesterol)^	You do not also suffer from a known cardiovascular disease and/or Diabetes.	
27	Hyperlipidaemia (Raised Lipids)^		
28	Hypertension (Raised Blood Pressure)^		
29	Hypothyroidism, including Hashimoto's Disease		
30	Impaired Glucose Tolerance		
31	Incontinence		
32	Insulin Resistance		
33	Iron Deficiency Anaemia		
34	Lipoma		
35	Macular Degeneration		
36	Meniere's Disease		
37	Migraine		
38	Nocturnal Cramps		
39	Osteopaenia		
40	Osteoporosis		
41	Peptic Ulcer	Your condition has remained stable for more than six (6) months.	
42	Pernicious Anaemia		
43	Plantar Fasciitis		
44	Raynaud's Disease		
45	Rhinitis		
46	Rosacea		
47	Sinusitis (chronic)		
48	Sleep Apnoea		
49	Solar Keratosis		
50	Trigeminal Neuralgia		
51	Trigger Finger		
52	Vitamin B12 Deficiency		

^ Diabetes (Type I and Type II), Hypertension (raised blood pressure), Hyperlipidaemia (raised lipids) or Hypercholesterolaemia (raised cholesterol) are risk factors for cardiovascular disease. If You have a history of cardiovascular disease, and it is a Pre-existing Medical Condition, cover for these conditions are excluded.

# 7 How To Purchase A Policy

## Step 1: Choose Your Policy type

You can select to be covered by a Single Trip Policy for one (1) Journey or if You require cover for more than one (1) Journey, You can select an Annual Multi-Trip Policy.

You can select Rental Vehicle Excess, Luggage Upgrade, Winter Sports Pack or Golf Pack as a standalone Single Trip Policy.

**Step 2:** If You are selecting a Single Trip Policy, choose the countries You are travelling to. If You are purchasing an Annual Multi-Trip Policy, choose a geographical region as shown in the table below:

Geographical region	Covered locations under each geographical region
<b>1. Worldwide, including the Americas and Africa</b>	All worldwide locations including the Americas and Africa (excluding Cuba for US Citizens).  <b>You must select this geographical region if more than 3 days of Your Journey is in the Americas and/or Africa.</b>
<b>2. Worldwide, excluding the Americas and Africa</b>	All worldwide locations excluding the Americas and Africa.  <b>Includes the Americas and Africa (excluding Cuba for US Citizens) if less than 3 days of Your Journey occurs in the Americas and/or Africa.</b>
Please note: cover for any cruise travel will be based on Your chosen geographical region.	

**Step 3:** If You selected a Single Trip Policy, please enter the Start Date and end date of Your Journey. If You selected an Annual Multi-Trip Policy, please enter the Policy Start Date.

**Step 4:** Choose who will be covered and their age(s)

Coverage type	Who can be covered
<b>Individual</b>	Cover for 1 Adult
<b>Joint</b>	Cover for 2 Adults
<b>Family or Group</b>	Cover for Adults and Children provided You are travelling together on the Journey.
<b>Travelling with Children:</b> Children can be covered under a Family or Group cover. All Children must be named on Your Certificate of Insurance and must be travelling with You. Children are covered under the benefit limit of the travelling Adults only for losses arising from an Event – they are not entitled to a separate benefit limit.  If You are travelling with Children under Family or Group cover and more than one person claims for any losses arising from one Event, the maximum benefit amount We will pay for those claims is the maximum benefit limit, as shown in the Summary of Benefits Table, multiplied by the number of Adults covered under the Family or Group cover.	

**Step 5:** Choose Your plan

If You selected a Single Policy, You can select a plan from the following options:

Plan
Ultimate
Comprehensive
Essential
Basic

If You selected an Annual Multi-Trip Policy, You can select the maximum duration of any one (1) Annual Multi-Trip Policy Journey, of thirty (30), forty-five (45) or sixty (60) consecutive days. For example if You select thirty (30) consecutive days, then any one (1) Annual Multi-Trip Policy Journey cannot exceed thirty (30) consecutive days.

**Step 6:** Choose Your Policy excess

All claims are subject to an excess amount (including GST for the Domestic plan or travel within New Zealand under the Annual Multi-Trip Ultimate plan) payable by You in respect of each Event where You make a successful claim.

The excess is the first amount of a claim which You must bear. We do not pay for this amount.

You select Your Policy excess when You purchase Your Policy. A higher excess option will reduce Your premium. The excess You select will be shown on Your Certificate of Insurance.

**Excess options**

\$0
\$100
\$250
\$500

**Step 7:** Choose an optional extra cover if required

**Plans**

Rental Vehicle Excess
Luggage Upgrade
Winter Sports Cover
Golf Cover

**Step 8:** Payment of Premium

You are required to pay a premium, as set out on page 28 of this Policy Wording before cover can commence.

If You have paid an additional premium to add an optional extra cover, the benefit will be shown on the Certificate of Insurance.

# 8 Summary Of Benefits

The below tables summarise the benefits We provide under the Policies and can be used as a quick reference tool. The destinations covered and benefit limits vary according to the geographical region or country, coverage type and plan selected, as specified in Your Certificate of Insurance.

A detailed description of the cover is set out in the benefits section. The cover provided is subject to the terms, conditions and exclusions contained in this Policy document.

Maximum benefit limits and sub limits apply, as set out in the below tables. The term “Unlimited” only means there is no specified overall dollar limit. Policy terms do however, apply limits on what amount We will pay under specific benefits.

If You are travelling with Children, under Family or Group Cover and more than one person claims for any losses arising from one Event, the maximum benefit amount We will pay for those claims is the maximum benefit limit, as shown in the Summary of Benefits Table, multiplied by the number of Adults covered under the Family or Group cover.

**The following cover is available to be purchased as a standalone plan or as an optional extra cover to one of the plans above:**

Summary of Benefits Table and Maximum Benefit Limits – Core Benefits							
Policy	Single Trip					Annual	
Geographical region or country	International				New Zealand	International	New Zealand
Plan	Basic	Essential	Comprehensive	Ultimate	Domestic	Ultimate	
<b>Medical Benefits</b>							
1. Overseas Medical Assistance	Unlimited	Unlimited	Unlimited	Unlimited	Not Applicable	Unlimited	Not Applicable
2. Overseas Medical and Dental Expenses (including Evacuation & Repatriation)	Unlimited	Unlimited	Unlimited	Unlimited	Not Applicable	Unlimited	Not Applicable
3. Cash in Hospital							
(a) Daily Amount	Not Applicable	Not Applicable	\$100 per day	\$100 per day	Not Applicable	\$100 per day	Not Applicable
(b) Maximum Amount	Not Applicable	Not Applicable	\$6,000	\$6,000	Not Applicable	\$6,000	Not Applicable
<b>Cancellation Benefits</b>							
4. Loss of Deposits and Cancellation Charges	Not Applicable	\$5,000	\$10,000	Unlimited	\$10,000	Unlimited	\$10,000
Travel Agent’s Cancellation Fee (sub limit)	Not Applicable	\$750	\$1,500	\$1,500	\$750	\$1,500	\$750
5. Additional Hotel Accommodation and Transport Expenses	Not Applicable	\$25,000	\$25,000	Unlimited	Not Applicable	Unlimited	Not Applicable
(a) Severe Weather Sub limit	Not Applicable	\$250	\$250	\$250	Not Applicable	\$250	Not Applicable
6. Resumption of Journeys over 21 days	Not Applicable	\$3,000	\$3,000	\$3,000	Not Applicable	\$3,000	Not Applicable
7. Special Events	Not Applicable	\$2,000	\$2,500	\$2,500	Not Applicable	\$2,500	Not Applicable
<b>Luggage, Travel Documents and Money Benefits</b>							
8. Luggage, Personal Effects and Travel Documents	\$2,500	\$5,000	\$10,000	\$15,000	\$5,000	\$15,000	\$5,000
(a) Camera/ Digital recording device limit (Each item)	\$1,500	\$1,500	\$3,000	\$3,000	\$1,500	\$3,000	\$1,500
(b) Laptop/ PC limit (Sub limit)	\$1,000	\$1,500	\$3,000	\$3,000	\$1,500	\$3,000	\$1,500

Summary of Benefits Table and Maximum Benefit Limits – Core Benefits							
Policy	Single Trip					Annual	
Geographical region or country	International				New Zealand	International	New Zealand
Plan	Basic	Essential	Comprehensive	Ultimate	Domestic	Ultimate	
(c) Mobile Phones (Sub limit)	\$500	\$750	\$1,000	\$1,250	\$1,000	\$1,500	\$1,000
(d) Any other item limit (Each item)	\$250	\$500	\$750	\$1,000	\$750	\$1,000	\$750
9. Money	Not Applicable	Not Applicable	\$250	\$250	Not Applicable	\$250	Not Applicable
<b>Delay Benefits</b>							
10. Delayed Luggage Allowance							
(a) More than 12 hours	Not Applicable	\$250	\$500	\$500	\$250	\$500	\$250
11. Travel Delay Accommodation	Not Applicable	\$500	\$2,000	\$2,000	Not Applicable	\$2,000	Not Applicable
<b>Accidental Death Benefits</b>							
12. Accidental Loss of Life and Permanent Loss	Not Applicable	Not Applicable	\$25,000	\$25,000	Not Applicable	\$25,000	Not Applicable
Maximum amount for Children:							
(a) Accidental Loss of Life	Not Applicable	Not Applicable	\$2,000	\$2,000	Not Applicable	\$2,000	Not Applicable
(b) Permanent Loss	Not Applicable	Not Applicable	\$2,000	\$2,000	Not Applicable	\$2,000	Not Applicable
<b>Additional Benefits</b>							
13. Repatriation of Mortal Remains	Not Applicable	\$15,000	\$15,000	\$15,000	Not Applicable	\$15,000	Not Applicable
14. Additional expenses following Accidental Injury or Sickness or Disease	Not Applicable	\$50,000	Unlimited	Unlimited	Not Applicable	Unlimited	Not Applicable
15. Personal Liability	\$1,000,000	\$2,500,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
16. Loss of Income							
(a) Maximum Weekly Amount	Not Applicable	Not Applicable	\$400	\$400	Not Applicable	\$400	Not Applicable
(b) Maximum Amount	Not Applicable	Not Applicable	\$10,400	\$10,400	Not Applicable	\$10,400	Not Applicable
17. Rental Vehicle Excess	Optional Extra	Optional Extra	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
(a) Return of Rental Vehicle (Sub limit)	\$500	\$500	\$500	\$500	\$500	\$500	\$500

Summary of Benefits Table and Maximum Benefit Limits – Optional Extras							
Policy	Single Trip					Annual	
Geographical region or country	International				New Zealand	International	New Zealand
Plan	Basic	Essential	Comprehensive	Ultimate	Domestic	Ultimate	
<b>Rental Vehicle Excess</b>							
17. Rental Vehicle Excess	\$3,000	\$3,000	Included	Included	Included	Included	Included
a) Return of Rental Vehicle (sub limit)	\$500	\$500	\$500	\$500	\$500	\$500	\$500
<b>Luggage upgrade</b>							
18. Upgrade maximum benefit limit for Luggage, Personal Effects and Travel Documents	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
<b>Winter Sports Cover (sections 19 - 23)</b>							
19. Own Winter Sport Equipment	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
20. Winter Sport Equipment Hire	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
21. Unused Winter Sports Costs	\$750	\$750	\$750	\$750	\$750	\$750	\$750
22. Piste Closure	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
23. Weather and Avalanche Closure	\$750	\$750	\$750	\$750	\$750	\$750	\$750
<b>Golf Cover (sections 24 - 26)</b>							
24. Golf Equipment	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
25. Golf Equipment Hire	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
26. Golf Green Fees	\$500	\$500	\$500	\$500	\$500	\$500	\$500

#### Period of cover

Cover under Section 4 for Loss of Deposits and Cancellation Charges starts from the Issue Date of Your Policy (or the Renewal Date for renewed Annual Multi-Trip Policies) and continues until the end of the Period of Insurance.

All other cover (including Accidental Loss of Life and Permanent Loss) starts from the Start Date (or the Renewal Date, for renewed Annual Multi-Trip Policies) and continues until the end of the Period of Insurance.

#### Extension of cover due to unforeseen circumstances

Where Your Journey is necessarily extended due to an unforeseen circumstance outside of Your control, cover will be extended until You are able to travel Home by the quickest and most direct route. The cover under a Policy will not be extended for any other reason, without payment of additional premium and pre-approval from Us in writing.

# 9 Benefits

We have agreed to enter into a Policy with You in return for You paying Us the required premium.

Cover is only provided for each applicable benefit:

- + if the relevant covered Event occurs in a location within the geographical region or country You selected and the benefit is covered under the coverage type and plan You selected as shown on Your Certificate of Insurance;
- + if the relevant covered Event occurs during the Period of Insurance whilst You are on a Journey, other than for Loss of Deposits and Cancellation Charges;
- + up to the maximum limits specified in the Summary of Benefits Tables under Section 8 on pages 11-13 ;
- + subject to the applicable excess You selected, as shown on Your Certificate of Insurance; and
- + subject to all other the terms, conditions and exclusions of the Policy.

## SECTION 1 OVERSEAS MEDICAL ASSISTANCE

### **Cover for the reasonable and necessary overseas medical assistance in the Event of an Accidental Injury or Sickness or Disease.**

This benefit is not available within New Zealand. Please refer to the Summary of Benefits Table on pages 11 – 13.

#### **We will pay under Section 1:**

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury, or a Sickness or Disease, Chubb Assistance will provide You with Worldwide 24-hour telephone access and arrange for the following reasonable and necessary services:

1. Assessing and managing Your medical care while overseas;
2. Emergency medical supervised evacuation and repatriation;
3. Payment of approved medical services or redirection of hospital accounts to Us;
4. Emergency travel assistance including reasonable additional hotel accommodation and transport expenses incurred by one of Your Relatives who travels to and remains with You following Your being hospitalised as an in-patient;
  - + Please refer to 'Additional Expenses Following Accidental Injury or Sickness or Disease' on page 22;
5. Access and referral to an interpreter.

#### **We will not pay under Section 1:**

1. for any expenses for a service not approved and arranged by Chubb Assistance or its authorised representative;
2. any expenses incurred if You have declined to follow the medical advice Chubb Assistance has obtained.
3. any claims unless the ski resort is open and there is sufficient snow for normal on piste skiing activities.

#### **Important Information:**

- + Where Your claim is excluded or falls outside the Policy coverage, the provision of emergency assistance by Chubb Assistance will not in itself be an admission of liability.
- + Considerable effort is made to locate, assess and reassess medical facilities and other services worldwide. However, the medical standards, sanitary conditions, reliability of telephone systems and facilities for urgent medical evacuations differ from country to country and accordingly, it is not always possible to have control over these factors. In the circumstances, responsibility for any loss, medical complication or death resulting from any factor reasonably beyond Our control, cannot be accepted by Chubb Assistance or Us.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## SECTION 2 OVERSEAS MEDICAL AND DENTAL EXPENSES

### **Cover for the reasonable and necessary overseas medical, hospital and dental expenses in the Event of an Accidental Injury or Sickness or Disease.**

This benefit is not available within New Zealand. Please refer to the Summary of Benefits Table on pages 11 – 13.

#### **We will pay under Section 2:**

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury, or a Sickness or Disease, We will pay or reimburse the reasonable and necessary cost of:

1. medical treatment;
2. emergency dental treatment to sound and natural teeth, and
3. ambulance transportation which are provided outside New Zealand by or on the advice of a Doctor. Costs need to occur within twelve (12) months of the date of the Accidental Injury, Sickness or Disease.

We have the option of returning You to New Zealand if the cost of overseas medical and/or additional expenses are likely to exceed the cost of returning You to New Zealand, subject always to medical advice. We also have the option of evacuating You to another country. However, if We return You to New Zealand We shall not be liable to pay or reimburse You any medical or dental expenses incurred in New Zealand. The following conditions apply.

1. In all cases, the cost of evacuation or to repatriate You back to New Zealand from overseas will only be paid if it was arranged by and deemed necessary by Chubb Assistance, except, if due to reasons beyond Your control, You are unable to notify Chubb Assistance to make the necessary evacuation arrangements.

In that case, We shall, if satisfied that the evacuation was due to the necessary medical treatment not being available either at:

- (a) the nearest hospital where You were transported to, or
- (b) in the immediate vicinity thereof,

reimburse You for expenses incurred in relation to the evacuation, up to the amount which Chubb Assistance, in its reasonable assessment, would have incurred for services provided under the same circumstances, subject to the terms and conditions of this Policy.

2. Chubb Assistance or its authorised representative shall arrange for the evacuation within a reasonable timeframe and utilise the best suited means based on the medical severity of Your condition, including but not limited to air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by Chubb Assistance, or its authorised representative, and will be based solely upon medical necessity. You may, in appropriate circumstances, be returned to New Zealand.
3. If You are hospitalised overseas, We will pay for a share room. If a share room is not available, We will, at Our discretion and that of Our medical advisers, pay to upgrade You to a single room.
4. If You do not hold a return airline ticket, an amount equal to the cost of an economy class one way ticket will be deducted from Your claim for repatriation expenses.
5. We will pay expenses associated with a medical emergency occurring within the territorial waters of New Zealand provided:
  - (a) such expenses are not already recovered from the Accident Compensation Corporation of New Zealand (ACC) or under any other insurance Policy, health or medical scheme or Act of Parliament or is payable by any other source; and
  - (b) no payment is incurred which would result in Us contravening the licence issued to Us under the Insurance (Prudential Supervision) Act 2010 or any other legislation or regulations that We are subject to.
6. If You are admitted to hospital or You anticipate costs covered under this section are likely to exceed \$2,000, You must advise Chubb Assistance as soon as practically possible.

#### **We will not pay under Section 2:**

1. for medical treatment, dental treatment or ambulance transportation which is provided in New Zealand;
2. for costs associated with crowns, dentures or orthodontics;

3. for dental treatment caused by or related to the deterioration and/or decay of teeth or associated tissue or dental treatment involving the use of precious metals;
4. for the continuation of treatment (including medication) commenced prior to Your Journey;
5. for any expenses for a service not approved and arranged by Chubb Assistance or its authorised representative;
6. any expenses incurred if You have declined to follow the medical advice Chubb Assistance has obtained;
7. for any treatment performed, approved or ordered by a person who is not a Doctor;
8. for any expenses incurred in relation to treatment that can be reasonably delayed until You return to New Zealand;
9. for any further expenses incurred by You if We wish to return You to New Zealand but You refuse (where in the opinion of the treating Doctor and Chubb Assistance You are fit to travel).

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 3 CASH IN HOSPITAL**

**Cover for incidentals such as food and toiletries, if You are confined to a hospital bed while overseas for more than 48 hours.**

This benefit is not available under the Single Trip Basic, Essential and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

### **We will pay under Section 3:**

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury, Sickness or Disease, We will pay You the daily amount set out in the Summary of Benefits Table applicable to the type of Plan You have chosen, as shown on Your Certificate of Insurance, for each twenty-four (24) hour period You are confined to a hospital bed overseas, provided that the period of confinement exceeds forty-eight (48) hours.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 4 LOSS OF DEPOSITS AND CANCELLATION CHARGES**

**Cover for specified unforeseen Events which result in the loss of deposits or cancellation charges.**

This benefit is not available under the Single Trip Basic plan. Please refer to the Summary of Benefits Table on pages 11-13.

### **We will pay under Section 4:**

Cover for loss of deposits and cancellation charges under Section 4 begins from the Issue Date of Your Policy or, if later, the latest Renewal Date of an Annual Multi-Trip Policy, as shown on Your Certificate of Insurance. Cover for curtailment charges commences with the Journey.

If, following the Issue Date of Your Policy or, if later, the latest Renewal Date, Your Journey is cancelled, curtailed or unable to be completed because of the unforeseeable death, Accidental Injury or Sickness or Disease of You, Your Travelling Companion, Relative or Business Partner or because of any other unforeseen circumstances outside Your control, We will pay or reimburse You the non-refundable unused portion of all travel costs prepaid in advance of the Event, including withheld deposits and cancellation charges, a travel agent's cancellation fee, as well as the reasonable and necessarily incurred additional travel, hotel and out-of-pocket expenses, up to the maximum amount shown in the Summary of Benefits Table.

### **Air & Reward Points**

If You purchase an airline ticket using frequent flyer or similar air travel points and Your Journey is subsequently cancelled, curtailed or unable to be completed due to any unforeseen circumstances outside Your control, and the loss of such points cannot be recovered from any other source, We will calculate the amount We pay via one of the following methods:

1. the cost of an equivalent class airline ticket based on the quoted retail price at the time the ticket was issued;
2. deducting Your financial contribution toward the airline ticket; or
3. multiplying the amount by the residual total number of points lost divided by the total number of points used to obtain the ticket.

#### **We will not pay under Section 4:**

For loss caused by or arising from:

1. Transport Provider delays, cancellation or rescheduling (unless it is as a result of a strike of which there had been no warning prior to the purchasing of a Single Trip Policy or prior to the booking of Your Journey for Your Annual Multi-Trip Policy).
2. any change of plans or You or any other person simply not wanting to travel;
3. Your financial circumstances or any contractual or business obligation including relating to Your employment unless Your employer is the New Zealand Armed Services or Emergency Services and Your leave is revoked;
4. the failure of Your travel agent to pass on monies to operators or to deliver promised services;
5. a lack in the number of persons required to commence any tour, conference, accommodation or travel arrangements or the negligence of a wholesaler or operator;
6. any government regulation, prohibition or restriction;
7. Your death on a Journey if, in respect of a claim for Your unused return flight Home, where a claimable loss has been paid under Section 13 Repatriation of Mortal Remains;
8. the death, Accidental Injury, Sickness or Disease of Your Travelling Companion, Relative or Business Partner unless, in respect of a claim for curtailment charges, You are returning to Your Home and Your claim relates to the unused travel costs;
9. pre-booked and pre-paid ski passes, hired ski equipment, ski tuition fees or ski lift passes;
10. pre-booked and pre-paid hired Golf Equipment and unused golf green fees.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 5** ADDITIONAL HOTEL ACCOMMODATION AND TRANSPORT EXPENSES

### **Cover for hotel accommodation expenses and transport expenses due to specific Events.**

This benefit is not available under the Single Trip Basic and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

#### **We will pay under Section 5:**

We will pay or reimburse any reasonable and necessary additional hotel accommodation and transport expenses You incur during the Period of Insurance and while on a Journey that result from:

1. disruption of Your scheduled transport because of riot, strike, civil commotion or hijack if there had been no warning prior to the purchase of the Policy that any such Event was likely to occur;
2. loss of passport or travel documents, except involving government confiscation or articles sent through the mail;
3. a quarantine regulation You unknowingly breach;
4. a natural disaster;
5. a collision of a motor vehicle or Conveyance in which You are travelling; or
6. Your scheduled transport being delayed for at least twelve (12) hours due to severe weather conditions.

In relation to (6) above, We will pay or reimburse up to the amount shown in the Summary of Benefit table provided written confirmation of the delay has been obtained from the Transport Provider.

We will also pay or reimburse the additional cost of Your early return to Your Home if Your Home or Business Premises is destroyed by a natural disaster while You are on a Journey.

#### **We will not pay under Section 5:**

We will not pay any additional hotel accommodation or transport expenses if You have been able to claim under Section 4 Loss of Deposits and Cancellation Charges.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 6** RESUMPTION OF JOURNEYS OVER 21 DAYS

### **Cover so You can resume Your Journey of 21 days or more.**

This benefit is not available under the Single Trip Basic and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

#### **We will pay under Section 6:**

If, during the Period of Insurance and while on a Journey of more than 21 days, Your Journey is interrupted before the half-way point by Your return Home due to an Accidental Injury, Sickness or Disease or death of a Relative or Business Partner in New Zealand, We will pay or reimburse Your reasonable additional transport expenses actually and necessarily incurred (less any refund received for Your unused prepaid travel arrangements) for You to resume Your original Journey, up to the maximum amount specified in the Summary of Benefits Table.

If You return Home in the circumstances set out above, cover is suspended while You are in New Zealand and will recommence once You resume Your Journey, subject to the expiry date of Your Policy for Annual Multi-Trip Policies as shown on Your Certificate of Insurance.

#### **We will pay under Section 6 provided:**

1. Your Period of Insurance for a Single Trip Policy or Journey for an Annual Multi-Trip Policy was at least twenty-one (21) days in duration; and
2. no greater than 50% of the Period of Insurance for a Single Trip Policy or Journey for an Annual Multi-Trip Policy had elapsed at the time of the onset of the Accidental Injury, Sickness or Disease or death of a Relative or Business Partner; and
3. the resumption of Your Journey occurs prior to:
  - (a) the expiry date of Your Policy, for a Single Trip Policy; or
  - (b) the time Your interrupted Journey would have ended, for an Annual Multi-Trip Policy; and
4. no claim due to the same Event is made under Section 4 Loss of Deposits and Cancellation Charges of this Policy; and
5. the death or Accidental Injury of Your Relative or Business Partner in New Zealand, if relevant, did not occur prior to the commencement of Your Journey; and
6. the onset of the Sickness or Disease of a Relative or Business Partner in New Zealand, if relevant, did not occur prior to the commencement of Your Journey and You or a reasonable person in the circumstances would not have been aware of the onset of the Sickness or Disease prior to the commencement of Your Journey.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 7** SPECIAL EVENTS

### **Cover for alternative transport to get You to specific Events on time.**

This benefit is not available under the Single Trip Basic and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

#### **We will pay under Section 7:**

If, during the Period of Insurance and while on a Journey, Your Journey is delayed due to an unforeseeable circumstance outside Your control, which would result in You being unable to arrive in time to attend a wedding, funeral, pre-paid conference or pre-paid commercial sporting Event or 25th or 50th wedding anniversary, which cannot be delayed due to Your late arrival, or You are unable to make Your pre-paid tour at the original point of departure as noted on Your itinerary, We will pay or reimburse You for the reasonable additional cost of using alternative public transport to arrive at Your destination on time, up to the maximum amount specified in the Summary of Benefits Table.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 8** LUGGAGE, PERSONAL EFFECTS AND TRAVEL DOCUMENTS

### **Cover for theft or loss of, or damage to, Your luggage, personal effects and travel documents.**

This benefit is included with all plans and a luggage upgrade, Section 18 on page 24, is available to be purchased as an optional extra or a standalone plan. If purchased, 'Luggage Upgrade' benefit will be shown on Your Certificate of Insurance. Please refer to the Summary of Benefits Table on pages 11-13.

### **We will pay under Section 8:**

If, during the Period of Insurance and while on a Journey, Your luggage and/or personal effects and/or travel documents are lost, stolen or damaged, We will, at Our discretion, reimburse the value of the luggage and/or personal effects (after allowing for reasonable depreciation) or repair or replace the luggage and/or personal effects, up to the maximum amount specified in the Summary of Benefits Table.

A limit applies for any one (1) item as specified in the Summary of Benefits Table. A set or pair of items (including attached and unattached accessories) will be treated as one (1) item for the purpose of this limit.

A Policy sub limit applies to Electronic Equipment.

### **Automatic re-instatement of sum insured for Section 8:**

In the Event that a claimable loss or damage to Your luggage and/or personal effects is incurred, We will allow You one (1) automatic re-instatement of that maximum amount but only in respect of loss or damage to Your luggage and/or personal effects.

### **Travel document replacement**

If, during the Period of Insurance, Your travel documents and/or credit cards are lost or stolen, We will reimburse You their replacement cost. We will also pay or reimburse You for Your legal liability arising from their illegal use. You must however comply with all the conditions of the issue of the travel documents and/or credit cards prior to and after their loss or theft.

### **We will not pay under Section 8:**

1. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours of an occurrence or Event which could lead to a claim. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report;
2. for items left Unattended in any motor vehicle unless the vehicle is locked, the items are stored out of sight and forced entry is gained;
3. for items left Unattended in any motor vehicle overnight (even if stored out of sight);
4. for jewellery, camera equipment or Electronic Equipment left Unattended in any motor vehicle at any time (even if stored out of sight);
5. for jewellery, camera equipment or Electronic Equipment whilst carried in or on any Conveyance, unless they accompany You as personal cabin baggage. Cover will apply if the Transport Provider has specifically instructed You that such items must be placed in the hold and no prior instruction or advice regarding this requirement was available to You prior to checking in;
6. for items left Unattended in a Public Place;
7. for waterborne craft of any description (other than surfboards);
8. for sporting equipment (including surfboards and bicycles) whilst being used;
9. for items sent under the provisions of any freight contract or any luggage forwarded in advance or which is unaccompanied;
10. for damage to fragile or brittle articles unless caused by a fire or motor vehicle collision. This exclusion does not apply to spectacles or to lenses in cameras, video cameras or binoculars;
11. for damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration;
12. for electrical or mechanical breakdown;
13. for negotiable instruments or any cash, bank or currency notes, postal or money orders;
14. for Winter Sports Equipment;

15. for Golf Equipment or motorised golf trolley;
16. more than the original purchase price;
17. if You are entitled to be reimbursed by the Transport Provider operating the Conveyance You were travelling on when the loss, theft or damage occurred. If You are not reimbursed the full amount of Your claim, We will pay the difference between the amount of Your loss and what You were reimbursed, up to the limit of Your cover.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 9 MONEY**

### **Cover to replace Your lost or stolen money.**

This benefit is not available under the Single Trip Basic, Essential and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

#### **We will pay under Section 9:**

If, during the Period of Insurance and while on a Journey, Your cash, bank or currency notes, or postal or money orders are lost or stolen from Your person, We will reimburse You for their value, up to the maximum limit specified in the Summary of Benefits Table.

#### **We will not pay under Section 9:**

1. for loss or theft of New Zealand currency, including cash, bank or currency notes or postal or money orders in New Zealand;
2. for loss or theft which is not reported to the police or responsible Transport Provider within twenty-four (24) hours. In order to make a claim under Section 9 of the Policy, You must provide Us with a written record prepared by the police or Transport Provider at the time the loss or theft is reported;
3. for loss or theft of cash, bank or currency notes, or postal or money orders that are not carried on Your person;
4. for loss or theft of cash, bank or currency notes, or postal or money orders by or from a Child who is travelling with You.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 10 DELAYED LUGGAGE ALLOWANCE**

### **Cover for luggage delayed by a Transport Provider**

This benefit is not available under the Single Trip Basic plan. Please refer to the Summary of Benefits Table on pages 11-13.

#### **We will pay under Section 10:**

If, during the Period of Insurance and while on a Journey, Your luggage is delayed by a Transport Provider for more than twelve (12) hours, We will reimburse You for essential emergency items of clothing and toiletries You purchase up to the maximum limit specified in the Summary of Benefits Table.

The original receipts for the items and written confirmation of the delay from the Transport Provider must be produced in support of Your claim. If Your luggage is not ultimately returned to You, any amount claimable under this benefit will be deducted from any subsequent entitlement under Section 8 Luggage, Personal Effects and Travel Documents.

#### **We will not pay under Section 10:**

1. for claims relating to items sent under the provisions of any freight contract or any luggage forwarded in advance of You or which is unaccompanied by You.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 11 TRAVEL DELAY ACCOMMODATION**

**Cover to reimburse Your additional travel accommodation expenses if Your pre-booked transport is temporarily delayed.**

This benefit is not available under the Single Trip Basic and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

### **We will pay under Section 11:**

If, during the Period of Insurance and while on a Journey, Your pre-booked Transport Provider is temporarily delayed for at least six (6) hours due to an unforeseeable circumstance outside Your control, We will reimburse You for reasonable additional meals hotel accommodation expenses, up to the maximum limit specified in the Summary of Benefits Table.

We will pay up to \$500 at the end of the initial six (6) hour period. If You have purchased a Comprehensive or Ultimate plan (within the International geographical region or country), We will also pay up to \$375 for each full twenty-four (24) hour period that the delay continues beyond the initial six (6) hour delay up to the maximum limit specified in the Summary of Benefits Table.

### **We will not pay under Section 11:**

1. If You can claim Your additional meals and accommodation expenses from anyone else.

### **Terms and conditions applicable to Section 11:**

You must claim from the Transport Provider first and provide Us with written confirmation from the Transport Provider of the cause and period of the delay and the amount of compensation offered by them. This amount will be deducted from any benefit amount payable by Us. You must also provide Us with receipts for the hotel accommodation expenses incurred.

**See also general exclusions on pages 29-30 and general conditions on pages 30 – 31.**

## **SECTION 12 ACCIDENTAL LOSS OF LIFE AND PERMANENT LOSS**

**Cover for Accidental Loss of Life or Permanent Loss as a result of an Accidental Injury.**

This benefit is not available under the Single Trip Basic, Essential and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

### **We will pay under Section 12:**

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury:

1. that is the sole cause of Your Accidental Loss of Life, We will pay Your estate the amount shown on Your Certificate of Insurance, provided Your Accidental Loss of Life occurs within twelve (12) months of the date of the Accidental Injury. The maximum amount We will pay in respect of Children is \$2,000 per Child payable to the parent or legal guardian if they are under eighteen (18) years of age, or to the estate of the Child if aged over eighteen (18) years and up to twenty-one (21) years.
2. that results in Your Permanent Loss within twelve (12) months of the date of the Accidental Injury, We will pay You the amount shown on Your Certificate of Insurance. The maximum amount We will pay in respect of Children is \$2,000 per Child, payable to the parent or legal guardian.

### **Terms and conditions applicable to Section 12:**

1. You must obtain and follow advice and treatment given by a Doctor as soon as possible after suffering an Accidental Injury.
2. The Accidental Loss of Life benefit payable as a result of a Disappearance will only be paid if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us if it is later found that You did not die or did not die as a result of an Accidental Injury.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 13** REPATRIATION OF MORTAL REMAINS

### **Cover for funeral costs or to return Your remains Home resulting from Accidental Loss of Life.**

This benefit is not available under the Single Trip Basic and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

#### **We will pay under Section 13:**

1. to reimburse reasonable funeral or cremation expenses incurred overseas, or the cost of returning Your remains to Your Home as a result of Accidental Loss of Life during the Period of Insurance and while on a Journey.

#### **We will not pay under Section 13:**

1. any expenses for Repatriation of Mortal Remains unless it has been authorised by Chubb Assistance;

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 14** ADDITIONAL EXPENSES FOLLOWING ACCIDENTAL INJURY OR SICKNESS OR DISEASE

### **Cover for You if You suffer an Accidental Injury or Sickness or Disease that prevents You from continuing Your Journey.**

This benefit is not available under the Single Trip Basic and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

#### **We will pay under Section 14:**

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury or Sickness or Disease that prevents You from continuing Your Journey, We will pay or reimburse, up to the maximum limit specified in the Summary of Benefits Table:

1. reasonable additional hotel accommodation and transport expenses incurred by Your Travelling Companion who remains with or escorts You, until the completion of the Period of Insurance or until You are able to resume Your Journey or until You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by reason of the Accidental Injury or Sickness or Disease, and acceptance by Chubb Assistance of Your inability to continue Your Journey;
2. reasonable additional hotel accommodation and transport expenses incurred by one of Your Relatives who travels to and remains with You following Your being hospitalised as an in-patient, until the completion of the Period of Insurance, or until You are able to continue Your Journey or until You are able to travel Home, whichever occurs first. This benefit is only payable on the written advice of a Doctor that You cannot continue Your Journey solely by reason of the Accidental Injury or Sickness or Disease and acceptance by Chubb Assistance of Your inability to continue Your Journey;
3. reasonable additional hotel accommodation and transport expenses incurred by You, at the same class/level as originally booked, if You are unable to complete the Journey on the written advice of a Doctor solely by reason of the Accidental Injury or, Sickness or Disease, and acceptance by Chubb Assistance of Your inability to continue Your Journey.  
An upgrade of class/level can be offered if it is deemed necessary by the Doctor and Chubb Assistance approved the upgrade.s

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## SECTION 15 PERSONAL LIABILITY

**Cover if You become legally liable to pay compensation due to negligence.**

### **We will pay under Section 15:**

If, during the Period of Insurance and while on a Journey, You commit an act of negligence which results in You becoming legally liable to pay compensation for either physical damage caused to someone else's property or the bodily injury or death of someone else, We will pay or reimburse that compensation up to the maximum limit specified in the Summary of Benefits Table.

### **We will not pay under Section 15:**

1. for loss of or damage to property belonging to or held in trust by or in custody or control of You;
2. for injury, loss or damage caused by or arising from any mechanically propelled vehicle, aircraft or watercraft when You are the owner or driver or pilot thereof or have it in Your care, custody or control or where the pilot is Your employee or agent;
3. for injury, loss or damage to property caused by or arising from:
  - (a) the nature of products sold by You;
  - (b) advice furnished by You; or
  - (c) the conduct of Your business, trade or profession;
4. for liability under contract unless the liability would have arisen if the contract was not in place;
5. for aggravated, exemplary or punitive damages or the payment of any fine or penalty;
6. for liability arising out of any wilful or malicious act;
7. for liability arising out of the transmission of a sexually transmittable disease.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## SECTION 16 LOSS OF INCOME

**Cover if You suffer an Accidental Injury that results in You being unable to attend Your usual work in New Zealand for more than thirty (30) days and losing all of Your Income.**

This benefit is not available under the Single Trip Basic, Essential and Domestic Plans or the Annual Multi-Trip Ultimate Plan (within New Zealand). Please refer to the Summary of Benefits Table on pages 11-13.

### **We will pay under Section 16:**

If during the Period of Insurance, You suffer an Accidental Injury that results in You being unable to attend Your usual work in New Zealand and provided that this is certified by a Doctor and You lose all of Your Income, We will pay You Your weekly wage (net of Income tax) up to the Maximum Weekly Amount specified in the Schedule of Benefits Table, for the period that You are unable to attend Your usual work, for up to six (6) months. Cover is not available for the first thirty (30) days after You originally planned to resume Your work in New Zealand. This benefit is only payable if Your disability occurs within thirty (30) days from the date of the accident.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

# Rental Vehicle Excess

## SECTION 17 RENTAL VEHICLE EXCESS

### **Cover if You become liable to pay a Rental Vehicle excess while on Your Journey.**

This benefit is not included within the Single Trip Basic and Essential plans, however 'Rental Vehicle Excess' benefit is available to be purchased as an optional extra. Please refer to the Summary of Benefits Table on pages 11-13. If purchased, 'Rental Vehicle Excess' benefit will be shown on Your Certificate of Insurance.

### **If You purchased this cover as evidenced on Your Certificate of Insurance, We will pay under Section 17:**

If, during the Period of Insurance and while on a Journey You:

1. become liable to pay a Rental Vehicle insurance excess as a result of a collision involving a Rental Vehicle or theft of a Rental Vehicle (in both cases) whilst in Your control, We will reimburse You for the excess, up to the maximum amount specified on the Summary of Benefits Table.
2. suffer an Accidental Injury or Sickness or Disease that prevents You from continuing Your Journey, We will pay or reimburse reasonable expenses incurred (up to the maximum limit specified in the Summary of Benefits Table) in returning a Rental Vehicle to the nearest depot, provided that, on the written advice of a Doctor, You are unfit to drive it solely by reason of the Accidental Injury or Sickness or Disease and acceptance by Chubb Assistance of Your inability to drive.

### **We will not pay under Section 17:**

1. the excess for any damages unless, as part of the Rental Vehicle arrangement, You have accepted the motor insurance provided by the Rental Vehicle organisation, against loss or damage to the Rental Vehicle during the rental period;
2. for any collision or theft arising from the operation of a Rental Vehicle in violation of the terms of the rental agreement or applicable motor vehicle insurance Policy.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

# Luggage Upgrade

## SECTION 18 LUGGAGE UPGRADE

### **Cover to increase the benefit limits payable under Section 8 Luggage, Personal Effects and Travel Documents.**

You can purchase this cover as a standalone plan or an optional extra. Please refer to the Summary of Benefits Table on pages 11-13.

### **If You purchased this cover as optional extra cover as evidenced on Your Certificate of Insurance, We will pay under Section 18:**

If You have a payable claim under Section 8 Luggage, Personal Effects and Travel Documents, We will pay up to the maximum benefit amount specified in the Summary of Benefits Table for Section 18 in addition to the maximum benefit amounts specified in the Summary of Benefits Table under Section 8.

If You purchased this cover as a standalone plan as evidenced on Your Certificate of Insurance, We will pay under Section 18.

If Your claim is payable under section 8, We will pay up to the maximum benefit amount specified in the Summary of Benefits Table for Section 18. However, the sub-limits for any item as specified in the Summary of Benefits Table applicable to Single Trip Comprehensive plan within Section 8 will apply to those items.

**The terms and conditions applicable to Section 8 also apply to this benefit.**

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

# Winter Sports Cover

**Cover under Sections 19-23 will only be provided if You purchased 'Winter Sports Cover' as evidenced on Your Certificate of Insurance.**

You can purchase this cover as a standalone plan or an optional extra. Please refer to the Summary of Benefits Table on pages 11-13.

In Sections 19-23, all reference to skiing includes snowboarding.

## **SECTION 19 OWN WINTER SPORT EQUIPMENT**

**Cover to repair, replace or reimburse the value of Your own Winter Sports Equipment if it is accidentally damaged, lost or stolen.**

### **We will pay under Section 19:**

If, during the Period of Insurance and while on a Journey, Winter Sports Equipment owned by You is accidentally damaged, lost or stolen We will, at Our discretion, reimburse the value of such equipment (after allowing for reasonable depreciation), or repair or replace that equipment, up to the maximum amount specified in the Summary of Benefits Table.

A limit applies for any one (1) item, as set out in the Summary of Benefits Table. A set or pair of items (including attached and unattached accessories) will be treated as one (1) item for the purpose of this limit. For example, a pair of skis and bindings or a pair of ski boots will be one item.

### **We will not pay under Section 19:**

1. for Winter Sport Equipment left Unattended in any motor vehicle during daylight hours, unless stored out of sight, and forced entry is gained;
2. for Winter Sport Equipment left Unattended in a motor vehicle overnight (even if stored out of sight);
3. for loss or theft which is not reported to the police or Transport Provider within twenty-four (24) hours of the theft or loss occurring. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report;
4. for Winter Sport Equipment left behind in any accommodation after You have checked out, or Winter Sport Equipment left behind in any Transport Provider or taxi;
5. for Winter Sport Equipment (except helmet, goggles, avalanche air bag and transceiver packages) left Unattended in a Public Place (other than any ski storage facility provided by Your accommodation provider);
6. for Winter Sport Equipment sent under the provisions of any freight contract or forwarded in advance or which is unaccompanied;
7. for loss or damage to Winter Sport Equipment whilst in use;
8. for damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration;
9. if You are entitled to be reimbursed by any other party including the Transport Provider operating the Conveyance You were travelling on when the loss, theft or damage occurred. If You are not reimbursed the full amount of Your claim, We will pay the difference between the amount of Your loss and what You were reimbursed, up to the limit of Your cover;
10. more than the original purchase price.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 20** WINTER SPORT EQUIPMENT HIRE

**Cover for the cost of hiring alternative Winter Sport Equipment if Your own Winter Sport Equipment is accidentally damaged, lost or stolen or delayed.**

### **We will pay under Section 20:**

If, during the Period of Insurance and while on a Journey, Winter Sport Equipment owned by You:

1. is lost, stolen or damaged and a claim has been accepted under Own Winter Sport Equipment; or
2. is delayed by a Transport Provider by more than twenty-four (24) hours,

We will reimburse the cost of hiring alternative Winter Sport Equipment, up to the maximum amount specified in the Summary of Benefits Table.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 21** UNUSED WINTER SPORTS COSTS

**Cover for Your pre-booked ski passes, ski hire, tuition fees or lift passes if You are unable to use them after an Accidental Injury, Sickness or Disease.**

### **We will pay under Section 21:**

If, during the Period of Insurance and while on a Journey, You suffer an Accidental Injury or Sickness or Disease and a Doctor certifies You are unable to use the total of Your pre-booked and pre-paid ski passes, ski hire, tuition fees or lift passes, We will reimburse the non-refundable cost of the unused portion for each Insured Person, up to the maximum amount specified in the Summary of Benefits Table.

### **We will not pay under Section 21:**

1. any claims arising from the following activities:
  - ski acrobatics, ski jumping, stunting, freestyle, off-piste skiing, bobsleighbing, snow rafting, para-penting, heliskiing, aerial skiing, ski joreing, participation in ski racing of any kind and any form of power-assisted skiing or use of mechanised snow-mobiles, except as provided by the recognised piste authorities for transport to and from areas designed for recreational skiing;
2. any claims unless the resort is open and there is sufficient snow for normal on piste skiing activities.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 22** PISTE CLOSURE

**Cover for transport and additional ski passes to the nearest resort, if all lift systems at Your pre-booked holiday resort are closed due to certain circumstances.**

### **We will pay under Section 22:**

If, during the Period of Insurance and while on a Journey, all lift systems are closed for more than twenty-four (24) hours due to insufficient snow, bad weather or power failure at Your pre-booked holiday resort, We will reimburse You up to \$100 per twenty-four (24) hours for the cost of transport to the nearest resort and additional ski passes at that resort, up to the maximum amount specified in the Summary of Benefits Table.

### **We will not pay under Section 22:**

1. any claims arising if Your holiday resort does not have skiing facilities greater than 1,000 metres above sea level;
2. any claims unless the resort is open and there is sufficient snow for normal on piste skiing activities.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## SECTION 23 WEATHER AND AVALANCHE CLOSURE

**Cover if Your pre-booked outward or return Journey is delayed due to bad weather or an avalanche.**

**We will pay under Section 23:**

If, during the Period of Insurance and while on a Journey, the appropriate authority has confirmed in writing that Your pre-booked outward or return Journey is delayed for more than twelve (12) hours due to bad weather or an avalanche, We will pay reasonable extra travel or accommodation expenses that You are required to pay, up to the maximum benefit limit as specified in the Summary of Benefits Table.

**We will not pay under Section 23:**

1. any claims arising if Your holiday resort does not have skiing facilities greater than 1,000 metres above sea level;
2. any claims unless the resort is open and there is sufficient snow for normal on piste skiing activities.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## Golf Cover

**Cover under Sections 24-26 is provided if You purchased 'Golf Cover' as evidenced on Your Certificate of Insurance.**

You can purchase this cover as a standalone plan or an optional extra, refer to the Summary of Benefits Table on pages 11-13.

## SECTION 24 GOLF EQUIPMENT

**Cover if You sustain loss of or accidental damage to Golf Equipment owned by You.**

**We will pay under Section 24:**

If, during the Period of Insurance and while on a Journey, Golf Equipment owned by You is accidentally damaged, lost or stolen We will, at Our discretion, reimburse the value of such equipment (after allowing for reasonable depreciation), or repair or replace that equipment, up to the maximum amount specified in the Summary of Benefits Table.

**We will not pay under Section 24 for any of the following:**

1. for Golf Equipment left Unattended in any motor vehicle during daylight hours, unless stored out of sight, and forced entry is gained;
2. for Golf Equipment left Unattended inside a motor vehicle overnight (even if stored out of sight);
3. for loss or theft which is not reported to the police or Transport Provider within twenty-four (24) hours of the theft or loss occurring. All reports must be confirmed in writing by the police or Transport Provider at the time of making the report;
4. for Golf Equipment left behind in any accommodation after You have checked out, or Golf Equipment left behind in any Transport Provider or taxi;
5. for Golf Equipment left Unattended in a Public Place;
6. for Golf Equipment sent under the provisions of any freight contract or forwarded in advance or which is unaccompanied;
7. for loss or damage to Golf Equipment whilst in use;
8. for motorised golf trolley;
9. for damage caused by atmospheric or climatic conditions, wear and tear, vermin or any process of cleaning, repairing, restoring or alteration;
10. if You are entitled to be reimbursed by any other party including the Transport Provider operating the Conveyance You were travelling on when the loss, theft or damage occurred. If You are not reimbursed the full amount of Your claim, We will pay the difference between the amount of Your loss and what You were reimbursed, up to the limit of Your cover;
11. more than the original purchase price.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 25** GOLF EQUIPMENT HIRE

**Cover if You need replacement Golf Equipment upon submission of an eligible claim under section 24.**

**We will pay under Section 25:**

If, during the Period of Insurance and while on a Journey, Golf Equipment owned by You:

1. is lost, stolen or damaged and a claim has been accepted under Section 24; or
2. is delayed by a Transport Provider by more than twenty-four (24) hours,

We will reimburse the cost of hiring alternative Golf Equipment, up to the maximum amount specified in the Summary of Benefits Table.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

## **SECTION 26** GOLF GREEN FEES

**Cover if You are prevented from playing golf as a result of an Accidental Injury or Sickness or Disease.**

**We will pay under Section 26:**

If, during the Period of Insurance, while You are on a Journey, You are prevented from playing golf as a result of Accidental Injury or Sickness, We will indemnify You for any non-refundable, pre-paid and unused green fees up to the relevant benefit amount as specified in the Summary of Benefits Table subject to the terms and conditions of this Policy.

**Terms and conditions applicable to Section 26:**

Any claims for indemnity must be accompanied by a copy of a medical report certified by a registered Medical Doctor detailing the nature and extent of the Accidental Injury or Sickness or Disease and as a result confirming Your inability to play golf during the period for which the indemnity is being claimed.

**See also general exclusions on pages 29-30 and general conditions on pages 30 - 31.**

# 10 Premium

We take a number of factors into account when calculating Your premium. These factors may include the cover and plan type that You have selected, the geographical region or country to which You will be travelling, as well as other information You provide to Us when applying for this insurance.

Factors that increase the risk to Us generally increase the premium (e.g. where You apply to be covered for travel to the United States of America under the Single Trip Ultimate plan with the highest cover options) and those that lower the risk reduce premium payable (e.g. where You are undertaking a short Journey). Your premium includes any amounts payable that take into account Our obligation (actual or estimated) to pay any relevant compulsory government charges, taxes or levies (including and GST) in relation to the Policy.

We will tell You, when You apply what premium is payable, when it needs to be paid and how it can be paid.

If You have purchased an Annual Multi-Trip Policy, We may change Your premium from the Renewal Date if We notify You of the change prior to that date.

# 11 General Exclusions Applicable To All Sections

## **We will not (under any Section) pay for claims arising directly or indirectly from:**

1. costs or expenses incurred outside the Period of Insurance;
2. air travel other than as a passenger on a fully licensed passenger carrying aircraft operated by an airline or an air charter company;
3. War, invasion, act of foreign enemy, hostilities (whether War be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power;
4. an act of Terrorism;
5. any loss or expenses with respect to Cuba for US Citizens or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations;
6. any nuclear reaction or contamination, ionising rays or radioactivity;
7. loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities;
8. any unlawful act committed by You or if You have not met the duty of disclosure with all answers, statements and submissions made in connection with Your insurance application or claim;
9. any government prohibition, regulation or intervention;
10. any costs or expenses incurred prior to You being certified by a Doctor as unfit to travel;
11. travel booked or undertaken against the advice of any Doctor or after You or a Travelling Companion had been diagnosed with a Terminal Illness; a Terminal Illness had been diagnosed;
12. loss or theft or damage to property, or death, illness or bodily injury if You fail to take reasonable care;
13. any Pre-Existing Medical Condition that does not appear in the Approved Medical Condition Table on pages 7-8;
14. You taking any blood-thinning prescription medication (including but not limited to the following brands: Warfarin, Coumadin, Jantoven, Lawarin, Marevan, Waran and Warfant);
15. pregnancy or childbirth involving You or any other person
  - (a) if You are aware of the pregnancy prior to the date of issue of the Policy and:
    - (i) where complications of this pregnancy have occurred prior to this date, or
    - (ii) where the conception was medically assisted; or
  - (b) after the twenty-fourth (24th) week of pregnancy; or
  - (c) where the problem arising is not an unexpected serious medical complication;
16. Your suicide, attempted suicide, self-inflicted injury or condition, stress, travel exhaustion, the transmission of any sexually transmittable disease or virus, or alcohol or drug dependency unless prescribed by a Doctor and taken in accordance with the Doctor's advice;
17. any conduct engaged in by You whilst under the influence of alcohol or drugs, unless prescribed by a Doctor and taken in accordance with the Doctor's advice;
18. Your nervous, anxiety or stress disorders resulting in a disinclination to travel or complete Your Journey;
19. participation by You or Your Travelling Companion in ski acrobatics, ski jumping, stunting, freestyle, off-piste skiing, bobsleighting, snow rafting, para-penting, heliskiing, aerial skiing, ski joring,
20. participation by You or Your Travelling Companion in ski racing of any kind and any form of power-assisted skiing or use of mechanised snow-mobiles, except as provided by the recognised piste authorities for transport to and from areas designed for recreational skiing;
21. participation by You or Your Travelling Companion in hunting, racing (other than on Foot), polo playing, hang gliding, Professional Sport, mountaineering or rock climbing using ropes or guides, bungee jumping or scuba diving unless You hold an Open Water Diving Certificate or are diving with a qualified diving instructor;

22. participation by You or Your Travelling Companion in motor cycling for any purpose except involving the use of a hired motorcycle (including scooter) with an engine capacity of 200cc or less, provided that the driver holds a current New Zealand Motor Cycle Licence;
23. participation by You or Your Travelling Companion in abseiling, ballooning, parachuting, paragliding or gliding;
24. consequential loss of any kind including loss of enjoyment or any financial loss not specifically covered in the Policy;
25. any Goods and Services Tax (GST) liability or any fine, charge or penalty You are liable for because of a failure to fully disclose to Us Your input tax credit entitlement for the premium;
26. the refusal, failure or inability of any person, company or organisation, including but not limited to a travel agent, tour operator, accommodation provider, airline or other carrier, vehicle rental agency or any other travel or tourism services provider to provide services or accommodation due to their Insolvency or the Insolvency of any person, company or organisation they deal with;
27. any benefit that would result in Us contravening the licence issued to Us under the Insurance (Prudential Supervision) Act 2010 or any other legislation or regulations that We are subject to.

## 12 Cooling Off Period

You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy to decide if this insurance meets Your needs. You may cancel Your Policy by contacting Us within those fourteen (14) days to cancel it. If You do this We will refund any premiums You have paid during this period.

These cooling off rights do not apply if You have commenced the Journey or You have made or You are entitled to make a claim during this period.

## 13 Cancellation Of Your Policy

We may cancel Your Policy by giving You written notice to the most recent address that You have provided Us where You have:

- (a) breached the Duty of Disclosure;
- (b) breached a provision of Your Policy;
- (c) made a fraudulent claim under any Policy of insurance;
- (d) not paid Your premium.

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured. We will not refund Your premium or any part of it if You have made a fraudulent claim under Your Policy.

You may cancel Your Policy during the cooling off period by contacting Us and giving Us notice.

You may cancel Your Annual Multi-Trip Policy outside the cooling off period by calling Us and giving Us notice and any premium in respect of the unexpired Period of Insurance will be refunded, provided no claim has been made or other right exercised under Your Policy.

## 14 General Conditions

### **Commencement and period of Your Policy**

Your Policy begins on the Issue Date or Renewal Date and continues until the end of the Period of Insurance or until it is cancelled. Cover under Section 4 pages 16-17 for Loss Of Deposits and Cancellation Charges starts from the Issue Date of Your Policy or, if later, the latest Renewal Date and continue until the end of the Period of Insurance or until it is cancelled.

All other covers are provided under a separate contract of coverage starting from the Start Date and continuing until the end of the Period of Insurance or until it is cancelled.

### **Renewal of an Annual Multi-Trip Policy**

This insurance may be renewed for further consecutive yearly periods upon payment of the premium. Payment of Your premium is deemed to be acceptance of an offer of renewal for a further Period of Insurance. If You continue to pay Your premium then, unless Your Policy is cancelled or We advise You prior to the Renewal Date that We will not be renewing, a Policy on the same terms and conditions automatically comes in to existence for one (1) year from the Renewal Date. For clarity, at each renewal You will be issued a new contract of insurance. It will not be an extension of this Policy. Renewal will not be offered once You have exceeded the Maximum Age.

We will give You notice of Your upcoming renewal at least fourteen (14) days prior to the Renewal Date. You are not obliged to accept the new Policy and You may cancel Your Policy at any time until fourteen (14) days after the Renewal Date, provided no claim has been made or other right has been exercised under Your new Policy.

### **Expiry of an Annual Multi-Trip Policy**

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew Your Policy, We will send You an expiry notice at least fourteen (14) days before the expiry of Your Policy.

If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the Issue Date or Renewal Date, whichever is the later, up to and including the date of cancellation or termination.

### **Significant tax implications**

Generally, Your premiums are not tax deductible and claims payments are not assessable Income for tax purposes unless You purchase Your Policy for business purposes. This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

### **Goods and Services Tax**

1. Where You are a registered entity You may be entitled to an input tax credit for Your premium and/or for things covered by this Policy. You must disclose these entitlements to Us if You make a claim under Your Policy.
2. If We agree to pay a claim under Your Policy, We will base any claim payment on the Goods and Services Tax (GST) inclusive costs (up to the relevant Policy limit). However, We will reduce any claim payment by an input tax credit You are, or would be, entitled to for the repair or replacement of insured property or for other things covered by this Policy.

### **New Zealand law**

You must be a New Zealand resident to be covered by this Policy.

Your Policy is governed by the laws of New Zealand. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of New Zealand.

### **New Zealand currency**

All payments by You to Us and Us to You or someone else under Your Policy must be in New Zealand currency.

If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in New Zealand Dollars (NZD) will be the rate at the time You incur the expense or suffer the loss.

### **Legislative Cap on Death Benefits for Children**

In respect of Dependent Children and Unrelated Children (if an Insured Person) under the age of ten (10) years at the time of loss, the amount of any benefit payable under Section 12 (Accidental Loss of Life and Permanent Loss) and any other benefit payable in relation to their death, is limited to a total of NZD\$2,000 less any other amount permitted to be paid in respect of the same Child by another company or by any friendly society.

## **15 How To Claim**

You should advise Us as soon as possible of an occurrence or Event which could lead to a claim.

### **Procedure for making a claim**

If You or Your legal representative wishes to make a claim, You or they must:

- (a) complete a claim form (claim forms are available from Us) and attach to the claim form:
  - (i) receipts for any expenses or proof of earnings that are being claimed;
  - (ii) any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
  - (iii) any other documentary evidence required by Us under Your Policy;
- (b) provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim, or as soon as reasonably practical;
- (c) give Us at Your or Your legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim;
- (d) not make any offer, promise of payment or admit any liability without Our written consent; and
- (e) help Us to make any recoveries. We have the right to sue any other party in Your name to recover money payable under the Policy or to choose to defend any action brought against You. You must provide reasonable assistance to Us.

We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one.

### **Processing and payment of claims**

We must take all reasonable steps to pay a valid claim promptly.

If We pay an Accidental Loss of Life benefit We will pay this amount to Your estate. In all other cases We will pay amounts under Your Policy to You or, in the case of Insured Persons who are under the age of eighteen (18) years, to the parent or legal guardian.

## **16 Updating Our Policy Wording**

We may update the information contained in Our Policy Wording when necessary. A paper copy of any updated information is available to You at no cost by calling Us or accessing at <http://americanexpress.com/nz/insurance>

We will issue You with a new Policy Wording where the update is to rectify a misleading or deceptive statement or when an admission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

## **17 Your Privacy**

### **Privacy Statement**

Chubb Insurance New Zealand Limited (Chubb) is committed to protecting Your privacy. Chubb collects, uses and retains Your personal information in accordance with the principles in the Privacy Act 1993.

### **Personal information handling practices**

#### *Collection, use and disclosure*

Chubb collects Your personal information (which may include health information) when You are applying for, changing or renewing an insurance Policy with Us or when We are processing a claim, complaint or dispute. We collect the information to assess Your application for insurance, to provide You or Your organisation with competitive insurance products and services and administer them, to handle any claim, complaint or dispute that may be made under a Policy. If You do not provide Us with this information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute.

We may disclose the information We collect to third parties, including contractors and contracted service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the Chubb group, insurance and reinsurance intermediaries, other insurers, Our reinsurers, and government agencies (where We are required to by law). These third parties may be located outside New Zealand.

## Your choices

In dealing with Us, You agree to Us using and disclosing Your personal information as set out above. This consent remains valid unless You alter or revoke it by giving written notice to Our Privacy Officer. From time to time, We may use Your personal information to send You offers or information regarding Our products that may be of interest to You. If You do not wish to receive such information, please contact Our Privacy Officer using the contact details provided below.

## How to contact Us

If You would like to access a copy of Your personal information, or to correct or update Your personal information, or if You have a complaint or want more information about how Chubb is managing Your personal information, please contact the Privacy Officer by:

Post: Chubb Insurance New Zealand Limited  
PO Box 734, Auckland 1140  
Phone: +64 (9) 377 1459  
Email: Privacy.NZ@chubb.com

# 18 The Fair Insurance Code

We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ's Fair Insurance Code (the Code). The objectives of the Code are to establish high standards of service, promote confidence in the general insurance industry and improve relationships between insurers and their customers. Further information about the Code is available at [www.icnz.org.nz](http://www.icnz.org.nz) and on request.

# 19 Complaints and Disputes Resolution

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To assist Chubb with Your enquiries, please provide Us with Your claim or Policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. Chubb's complaints and dispute procedures are as follows:

## Stage 1 - Complaint handling procedure

If You are dissatisfied with any of Chubb's products or services and You wish to lodge a complaint, please contact Us via

Email: Complaints.NZ@chubb.com  
Phone: 0800 422 346  
Fax: +64 (9) 303 1909  
Post: The Complaints Officer  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

## Stage 2 – Internal Dispute Resolution Procedure

If You are dissatisfied with Chubb's response to Your complaint, You can advise that You wish to take Your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

Email: DisputeResolution.NZ@chubb.com  
Phone: +64 (9) 377 1459  
Fax: +64 (9) 303 1909  
Post: Internal Dispute Resolution Service  
Chubb Insurance New Zealand Limited  
PO Box 734  
Shortland Street  
Auckland 1140

### Stage 3 - External dispute resolution

Chubb is a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Commerce & Consumer Affairs. If You are dissatisfied with Our dispute determination or We are unable to resolve Your complaint or dispute to Your satisfaction within two months You may contact FSCL via:

Postal address: PO Box 5967, Lambton Quay, Wellington 6145  
Telephone: 0800 347 257 (Call Free for consumers) or (+64 4) 472 FSCL (472 3725)  
Facsimile: (+64 4) 472 3728  
E-mail: info@fscl.org.nz  
Web: www.fscl.org.nz

Please note if You would like to refer Your complaint or dispute to FSCL You must do so within 2 months of the date of Our dispute determination. Further details regarding Our complaint handling and dispute resolution procedures are available from Our website and on request.

## 20 Definitions

Please use this Definitions section to find the meaning of these words throughout this booklet.

**Accidental Injury** means a bodily injury resulting from an accident and which:

- (a) is caused by violent, external and visible means; and
- (b) occurs as a result of an accident occurring during Your Period of Insurance; and
- (c) results within twelve (12) months of the accident; and
- (d) is not an illness other than sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
- (e) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

**Accidental Loss of Life** means death occurring as a result of an Accidental Injury and includes Disappearance.

**Adult** means an Insured Person who is not a Child.

**Approved Medical Condition** means a Pre-Existing Medical Condition shown in the Approved Medical Conditions Table that We deem as being accepted as long as You meet the terms and conditions as set out within The Pre-Existing Medical Conditions section and the Approved Medical Conditions Table on pages 7-8.

**Business Partner** means a person with whom You own a registered New Zealand business with a New Zealand company number.

**Business Premises** means, in relation to Your registered New Zealand business that has a New Zealand company number, trading premises or headquarter premises You own or occupy.

**Certificate of Insurance** means the document We send You which contains details of the cover provided to You by Us.

**Child / Children** means:

- (a) any unmarried Child or Children up to and including eighteen (18) years of age; and/or
- (b) Your dependent Child or dependent Children aged over eighteen (18) years of age and up to and including twenty-one (21) years of age, whilst they are full-time students at an accredited institution of higher learning and primarily dependent upon You for maintenance and support.

**Civil War** means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion or sedition, in each case between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or idealistic groups.

**Conveyance** means any aircraft, bus, coach, train or watercraft provided and operated by a carrier duly licensed or authorised for the regular transportation of fare-paying passengers.

**Disappearance** means if Your body has not been found within twelve (12) months from the date of the Disappearance, sinking or wrecking of a Conveyance in which You were travelling on that date, We will presume, subject to there being no evidence to the contrary, You have died as a result of an Accidental Injury.

**Doctor** means a legally registered medical practitioner who is not You or Your Relative.

**Electronic Equipment** means personal/business computers, mobile phones, portable music playing devices, video equipment and other items deemed by Us to be Electronic Equipment.

**Event(s)** means an occurrence that could give rise to a claim for a benefit under Your Policy. Any one occurrence or series of occurrences attributable to one source or originating cause is deemed to be one Event.

**Foot** means the entire Foot below the ankle.

**Golf Equipment** means golf clubs, golf bag, golf shoes and non-motorised golf trolley.

**Hand** means the entire Hand below the wrist.

**Home** means Your usual place of residence in New Zealand.

**Income** means Your weekly pre-tax and pre-personal deductions revenue averaged during the period of twelve (12) months immediately preceding the date of Your Accidental Injury, or over such shorter period as You have been employed in Your usual work in New Zealand.

**Insolvency** means bankruptcy, provisional liquidation, liquidation, Insolvency, appointment of a receiver or administrator, entry into a scheme of arrangement, statutory protection stopping the payment of debts, or the happening of anything of a similar nature under the laws of any jurisdiction.

**Insured Person** means any person who is named as an Insured Person on Your Certificate of Insurance and with respect to whom premium has been paid or agreed to be paid.

**Issue Date** means the date We agree to provide insurance under the Policy as shown on Your Certificate of Insurance.

**Journey** means the period commencing at the time You leave Your Home to start Your Journey to which this Policy applies and ceasing at the time You return to Your Home, provided the Journey:

- (a) commences and ends while this Policy is in force; and
- (b) has an overseas destination or a destination within New Zealand that involves You travelling more than one-hundred (100) kilometres from Your Home; and
- (c) for an Annual Multi-Trip Policy, is for a period not greater than the maximum number of consecutive days You selected, which would be:
  - i) thirty (30); or
  - ii) forty-five (45); or
  - iii) sixty (60)

consecutive days as shown on Your Certificate of Insurance.

**Limb** means the entire Limb between the shoulder and the wrist and includes the whole Hand, or between the hip and the ankle and includes the whole Foot.

**Maximum Age** means the Maximum Age shown in the table below

Policy type	Plan	Maximum Age
<b>Single Trip</b>	Ultimate	89
	Comprehensive	
	Essential	79
	Basic	69
	Domestic	79
	Rental Vehicle Excess	
	Luggage Upgrade	
	Winter Sports Cover	
	Golf Cover	
<b>Annual Multi-Trip</b>	Ultimate	69

**Period of Insurance** means

- (a) For a Single Trip Policy:
  - i) in respect of claims arising from Loss of Deposits and Cancellation Charges under Section 4 pages 16-17, the period starting from the Issue Date and ending at the time You complete the Journey as shown on Your Certificate of Insurance; and
  - ii) in respect of all other cover, the period starting from the Start Date and ending at the time You complete the Journey, as shown on Your Certificate of Insurance;
- (b) For an Annual Multi-Trip Policy:
  - i) in respect of claims arising from Loss of Deposits and Cancellation Charges under Section 4 pages 16-17, the period starting from the Issue Date or the latest Renewal Date of Your Annual Multi-Trip Policy, whichever is the later, and ending one (1) year from the Start Date or the latest Renewal Date, whichever is the later; and
  - ii) in respect of all other cover, one (1) year from the Start Date or the latest Renewal Date of Your Annual Multi-Trip Policy, whichever is the later.

**Permanent Loss** means, in respect of an Accidental Injury:

- (a) physical severance or total loss of the use of a Limb having lasted twelve (12) consecutive months where, at the expiry of that period, in the opinion of a Doctor, it is beyond hope of improvement; or
- (b) irrecoverable loss of all sight in an eye.

**Policy** means Your Policy Wording and Certificate of Insurance and any other document that We tell You forms part of Your Policy describing the insurance contract between You and Us.

**Pre-Existing Medical Condition** means:

- (a) any physical, condition, or symptoms, illness or disease for which treatment, medication or advice (including investigation) has been received or prescribed by a Doctor prior to the Issue Date; or
- (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware at the Issue Date.

**Policy Wording** means this document.

**Professional Sport** means any activity or sport in which You participate and receive any fees or monetary reward as Your primary source of Income.

**Public Place** means any place the public can access including but not limited to shops, airports, streets, hotel foyers and grounds, restaurants, beaches, private car parks.

**Relative** means Your Spouse/Partner, parent, parent-in-law, step-parent, Child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, step-child, great-grandparent, grandparent or grandchild

**Renewal Date** means one (1) year from the Start Date and subsequent anniversaries of that date. This term applies to Annual Multi-Trip Policies only. Renewal will not be offered when You have exceeded the Maximum Age.

**Rental Vehicle** means a rented sedan, campervan, hatchback, station-wagon (including 4WD's) campervan, motorcycle (including scooter) with an engine capacity of less than 200cc or other non-commercial vehicle rented from a licensed motor vehicle rental/hire company for the sole purpose of carrying an Insured Person on public roadways and shall not include any other vehicle or use.

**Sickness or Disease** means a Sickness or Disease which requires immediate treatment by a Doctor and which is not an Accidental Injury.

**Specially Designated List** means names of a person, entities, groups, corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, New Zealand, United Nations, European Union or United Kingdom

**Spouse/Partner** means Your husband or wife, de-facto or life Partner (including a same sex Partner) with whom You have continuously cohabited for a period of three (3) months or more.

**Start Date** means:

- (a) for a Single Trip Policy the date You commence Your Journey; and
- (b) for an Annual Multi-Trip Policy the date You have nominated to be the Start Date as shown on Your Certificate of Insurance.

**Terminal Illness** means any medical condition, which is likely to result in death and which has been diagnosed by a Doctor prior to purchasing the Policy.

**Terrorism** means activities against persons, organisations or property of any nature:

- (a) that involves the following or preparation for the following:
  - i) use of, or threat of, force or violence; or
  - ii) commission of, or threat of, force or violence; or
  - iii) commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- (b) when one (1) or both of the following applies:
  - i) the effect is to intimidate or coerce a government of the civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - ii) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Transport Provider** means a properly licensed coach operator, airline, shipping line or railway company.

**Travelling Companion** means a person travelling with the Insured Persons on the Journey.

**Unattended** means (including but is not limited to) when an item is not on Your person at the time of loss, theft or damage, left with a person other than Your Travelling Companion, left in a position where it can be taken without Your knowledge including on the beach or beside the pool while You swim or leaving it a distance where You are unable to prevent it from being unlawfully taken.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial or religious ends or other ends.

**We, Our, Us** means the insurer Chubb Insurance New Zealand Limited (Company No. 104656, FSP No. 35924).

**Winter Sports Equipment** means skiing or snowboarding equipment including skis and bindings, ski poles, ski boots, snowboards including bindings, snowboard boots, helmet, goggles, avalanche air bag and transceiver packages.

**You, Your** means the person/s named as the Insured Persons on Your Certificate of Insurance with respect to whom premium has been paid or agreed to be paid.

**Preparation Date**

This Policy Wording was prepared on 12 May 2017

Chubb (NZ) 17AMEXPWNZ01

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